

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

ANGEL SULLIVAN-BLAKE and HORACE
CLAIBORNE, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

FEDEX GROUND PACKAGE SYSTEM, INC.,

Defendant.

CIVIL ACTION

No. 2:18-cv-01698-RJC

**FEDEX GROUND'S NOTICE OF NON-OPPOSITION TO INTERVENOR, RYAN
SYSTEMS, INC.'S MOTION TO INTERVENE**

FedEx Ground does not oppose, and will not be filing an opposition to, Intervenor, Ryan Systems, Inc.’s Motion to Intervene (ECF No. 224). Although FedEx Ground has not “threatened RSI with a lawsuit for indemnity if Ryan does not intervene in this case” (ECF No. 224, Intervenor, Ryan Systems, Inc.’s Motion to Intervene (“RSI’s Motion”) at 1 (emphasis added)), FedEx Ground agrees that RSI has an interest in this litigation because, in addition to several other reasons (and as RSI more accurately states in its memorandum), FedEx Ground has indicated its intent to seek indemnification if FedEx Ground is ordered to pay back wages for RSI’s employees (pursuant to FedEx Ground’s rights under its contract with RSI).¹ FedEx Ground also agrees that no party will be prejudiced by RSI’s intervention (in fact, the opposite would be true if RSI is not permitted to join—both RSI and FedEx Ground will be prejudiced (*see generally*, RSI’s Motion and Memorandum in Support; FedEx Ground’s Rule 19(a) Brief in Support of Motion to Join (ECF No. 115) and Reply in Support (ECF No. 118)).

¹ As FedEx Ground’s counsel explained in its letter to RSI, “because of the indemnification (meaning, reimbursement) obligation Ryan Systems Inc. owes to FedEx Ground if FedEx Ground has to pay the above driver(s) back wages, Ryan Systems Inc. has interests in the lawsuit and interests in proving it properly paid wages. As a result, **Ryan Systems Inc. may seek to join the lawsuit to ensure that its interests are protected.**” (ECF No. 224 at pp. 2 (Ex. 1 to Decl. of Steven Bockleman, attached to Ryan Systems’s Mot.) (emphasis in original).) FedEx Ground’s counsel further stated, “If Ryan Systems Inc. chooses not to join the lawsuit, please understand that it may be bound by any decision regarding the propriety of how Ryan Systems Inc. paid its above employees, **and FedEx Ground may seek the full amount of those damages** related to Ryan System Inc.’s employees from Ryan Systems Inc., including its defense costs. (*See* Section 3.5 and Addendum 16 of the Operating Agreement and/or Section 14 of the ISP Agreement.).” (*Id.* (emphasis in original).)

Dated: April 7, 2021

Respectfully submitted,

/s/ Jessica G. Scott

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Attorneys for Defendant
FedEx Ground Package System, Inc.

CERTIFICATE OF SERVICE (CM/ECF)

I HEREBY CERTIFY that on April 7, 2021, I electronically filed the foregoing **FEDEX GROUND'S NOTICE OF NON-OPPOSITION TO INTERVENOR, RYAN SYSTEMS, INC.'S MOTION TO INTERVENE** with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following email addresses:

The following are those who are currently on the list to receive e-mail notices for this case.

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/s/ Jessica G. Scott
